

**SERVICES AGREEMENT**  
**BETWEEN THE CITY OF REEDLEY AND WILLIAM CURTAIN, DBA WEAPONS & EFFECTS**

This Agreement is made this 28 day of October, 2015 is by and between City of Reedley (City) and William Curtain, as an individual, DBA Weapons & Effects (W&E)

The parties agree to the following:

**W&E agrees to:**

- a) Facilitate and perform a firearm destruction program for the Reedley Police Department
  - Firearms that have been adjudicated and are no longer evidence
  - All eligible firearms in police evidence custody that can legally be disposed
- b) Arrive at the Reedley Police Department to retrieve legally purged firearms
  - Each firearm will be pre-designated by the evidence technician with an affixed "transfer control tag"
- c) Remove firearms, transport and transfer to destruction facility in Novato, California
  - "Blind inventory" will be conducted upon arrival to ensure all firearms accounted for
  - Transfer all firearm information into California DOJ and BATF&E records
- d) Destroy each firearm individually using an ACY/OXY flame torch to cut receiver portion of firearm, rendering them inoperable.
- e) Photograph each firearm after destruction, including a serialized display to identify the firearm that has been destroyed.
  - Provide a compilation of photographs of each individual firearm after destruction in addition to a log containing all firearm make, model and serial numbers that were destroyed.
- f) Provide by mail, the complete photo log and information log on a CD format, back to the Reedley Police Department for permanent record keeping.
- g) All remaining pieces of each destroyed firearm will be the property of W&E
  - Must use any remaining pieces in accordance with Federal and State law
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**City agrees to:**

- a) Provide pre-determined adjudicated firearms that can legally be destroyed
- b) Affix W&E individual identification tags to each firearm prior to their arrival for pick up
- c) Assist with the inventory at the Reedley Police Department of each firearm to be destroyed
  - Assist with moving and loading firearms into W&E transfer vehicle
- d) Remove all firearms evidence in the CLETS system and label them destroyed upon confirmation of each firearm.

**Payment.** CITY and W&E will not receive any monetary compensation for the transfer, or destruction of each individual firearm.

**Effectiveness, Duration and Termination.** This Agreement shall be effective as of the date first written above, and shall remain in effect indefinitely, or until either the CITY or W&E wish to amend any portion of the agreement or terminate the agreement. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than two months (60 days) prior written notice to the other party. Termination shall be effective (the "Effective Date of Termination") as of the date specified in said notice of termination. Upon such termination, all rights and obligations of

each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein.

**Indemnification.** W&E shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by W&E, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of W&E or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

This section shall survive termination or expiration of this Agreement.

**Insurance.** W&E shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the use of the facilities and the activities of W&E, their guests, agents, representatives, employees, or subcontractors/vendors.

- Coverage shall be at least as broad as Insurance Services Office Form CG 00 01, covering **Commercial General Liability (CGL)** on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence.
- **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. This provision only applies if W&E has/will have employees during the term of this Agreement.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the CITY.

**Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the W&E including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the W&E's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- **Primary Coverage.** For any claims related to this contract, the W&E's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the W&E's insurance and shall not contribute with it.
- **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- **Waiver of Subrogation.** W&E hereby grants to City a waiver of any right to subrogation which any insurer of said W&E may acquire against the City by virtue of the payment of any loss under such insurance. W&E agrees to obtain any endorsement that may be necessary to effect this

waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: W&E shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the W&E shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **Subcontractors**

W&E shall require and verify that all subcontractors/vendors providing services within the scope of this Agreement maintain insurance meeting all the requirements stated herein.

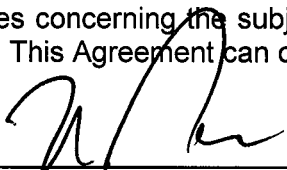
#### **Verification of Coverage**

W&E shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City prior to W&E commencing activities under this Agreement.

#### **Special Risks or Circumstances**

City reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

**Entire Agreement.** The provisions of this Agreement constitute the entire and only agreement between the parties concerning the subject matter described herein, and bind the parties, their successors and assigns. This Agreement can only be changed by approval in writing by all parties.

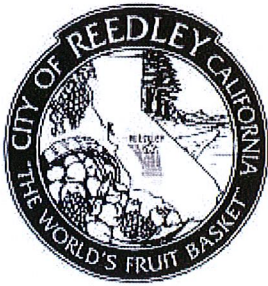
  
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Nicole R. Zieba, City Manager  
City of Reedley

  
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Date

  
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William Curtain  
DBA Weapons & Effects

  
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Date

21 OCT 2015



## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

ITEM NO: 4

DATE: September 8, 2015

TITLE: AUTHORIZE CITY MANAGER TO SIGN AND EXECUTE A SERVICES AGREEMENT WITH WILLIAM CURTAIN, DBA (WEAPONS & EFFECTS) FOR THE DESTRUCTION OF FIREARMS AND AMMUNITION THAT HAVE BEEN ADJUDICATED AND REMOVED FROM POLICE EVIDENCE

SUBMITTED: Jose L. Garza, Chief of Police

APPROVED: Nicole R. Zieba, City Manager 

### RECOMMENDATION

That the City Council authorize the City Manager, on behalf the City of Reedley, to enter into an agreement for services with William Curtain, DBA, (Weapons & Effects) for the destruction of firearms and ammunition that have been adjudicated and removed from Police Department evidence.

### EXECUTIVE SUMMARY

The Reedley Police Department is responsible for the collection, safekeeping, storage and disposition of all property and evidence that is collected during the course and scope of any type of necessary collection of that property or investigation.

William Curtain, DBA Weapons & Effects, operates as a weapons contractor. The company is owned and operated by William Curtain, a certified training contractor for the U.S. military, including weapons manufacturing capabilities. Weapons & Effects provides a safe and secure firearm and ammunition destruction program for law enforcement agencies that also benefits the United States Military.

The benefit of this partnership to the Police Department would be the ability to relinquish all firearms, and have them safely and securely destroyed. The benefit to Weapons and Effects would be the opportunity to utilize many of the firearm parts that are not destroyed in order to make the firearm non-functional. Those parts are then used in weapons training for the U.S. military in a variety of capacities.

### BACKGROUND

The Police Department continues to research and implement procedures that allow for cost savings and efficiency in conducting day to day operations. Property and evidence purging of firearms occurs approximately two times per year, depending on the number of firearms that have been adjudicated and are pending destruction.

Over the past decade, the destruction of firearms has primarily occurred in one of three ways:

1. Physically transporting the firearms to a Fresno scrap yard and remaining on scene while each firearm is cut with a metal shear. (Requires transport by Evidence Technician and a police officer)

2. Physically transporting the firearms to Crow's Landing, located near Tracy, CA on I5. This is the closest location where there is an incinerator to destroy material. (Requires transport by Evidence Technician and a police officer.
3. Physically cutting each firearm with a metal saw to render it incapable of being utilized as a firearm in the future. (Completed by Reedley police officers in-house)

During fiscal year 2013-14, the Department destroyed 52 firearms at a Fresno scrap yard. A major purge was not completed in 2014. In the 2015-16 fiscal year so far, 30 firearms have been destroyed by saw cutting by Reedley police officers. Prior to 2013, approximately 176 firearms had been transported to Crow's Landing for destruction.

As per Police Department P&P 804.6.5, the Department is not required to retain any firearm or other deadly weapon longer than 180 days after notice has been provided to the owner that such firearm or other deadly weapon is available for return. At the expiration of such period, the firearm or other deadly weapon may be processed for disposal in accordance with applicable law (Penal Code § 33875).

The discretion to utilize alternatives, such as relinquishing firearms to any agency of the military, military training unit, or any unit of local law enforcement is a viable choice per California law. (Penal Code §34005). Weapons & Effects provides a safe, cost free alternative to the current methods used by the Police Department. Although California law also allows for the sale of adjudicated firearms from police custody, the Reedley Police Department continues to embrace the philosophy that none of these firearms should be allowed back into the public where they could ultimately be used to commit a crime.

There were several options in reviewing the services provided by Weapons & Effects. The Police Department has chosen the following process to ensure the most efficient cost savings along with ensuring that each firearm is adequately destroyed.

The Weapons & Effects destruction method selected for this agreement is as follows:

- Firearms are picked up (inventory tags affixed) at the Police Department
- Weapons are transported to Weapons & Effects facility in Novato, Ca
- Inventory is taken at the facility to ensure that all firearms are accounted for
- Firearms are destroyed by cutting / torching of the frames and receivers
- Serialized photographs taken of each firearm after it has been destroyed
- Photographs transferred to CD in conjunction with destruction log. That CD is then booked into Evidence at the Police Department, proving destruction of each firearm.

### **FISCAL IMPACT**

Potential cost savings by reducing staff time in-house and also staff travel time to and from destruction sites. Secondary potential cost savings by reducing the risk of injury to employees by eliminating the option to saw cut firearms in-house. The Services Agreement will require the vendor to provide the City with evidence of appropriate liability and worker's compensation insurance (if applicable), as well as providing several additional endorsements, including listing the City as additional insured on their policy. In addition, the vendor agrees to indemnify the City against all liability arising from of their services to the City.

### **ATTACHMENTS**

Services Agreement